

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Montevideo November 10, 1947, and January 3, 1948, modifying and extending agreement of October 1 and November 1, 1943, as modified and extended; extension agreement signed at Montevideo January 3, 1948*

*Entered into force January 3, 1948; operative from January 1, 1948  
Program expired June 30, 1955*

62 Stat. 4117; Treaties and Other  
International Acts Series 2158

### EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE

UNITED STATES OF AMERICA

*Montevideo, Uruguay, November 10, 1947*

No. 194

#### EXCELLENCY:

I have the honor to refer to the exchange of notes between the Honorable A. A. Berle, Jr., Acting Secretary of State of the United States of America, and His Excellency Dr. Juan Carlos Blanco, Ambassador of Uruguay to the Government of the United States of America, on October 1, and November 1, 1943,<sup>1</sup> respectively, concerning the establishment of a cooperative program of health and sanitation in Uruguay. It will be recalled that my Government agreed to send a small staff of experts and technicians to Uruguay to cooperate with officials of the Uruguayan Government in the execution of the proposed program in conformity with detailed arrangements subsequently to be effected by agreement between the Government of Uruguay and the Institute.

Following the exchange of the above communications, details with regard to the execution of the program were agreed to by the Minister of Public Health of Uruguay and the Executive Vice President of the Institute, in accordance with which there was established within the Ministry of Public Health the Servicio Cooperativo Inter-Americano de Salud Pública through which the cooperative program has been administered. These arrangements subsequently were modified to provide, among other things, for additional

<sup>1</sup> EAS 423, *ante*, p. 1010.

contributions to the cooperative program by the parties and for the extension of the program until December 31, 1947.

It has been suggested that the cooperative program of health and sanitation in Uruguay be extended and I now have been advised by the Department of State in Washington that The Institute of Inter-American Affairs is agreeable to the extension of the program for a period from the expiration date of the present agreement, which is December 31, 1947, through June 30, 1948, with the understanding that the unexpended portion of funds heretofore contributed and those to be contributed by the two parties for the execution of the program will continue to be available therefor and will be sufficient to permit the continuation of the program until June 30, 1948, without further contribution of project funds by the Institute.

If Your Excellency agrees that the proposed arrangement as outlined above is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as possible in order that final arrangements for signing the Extension Agreement may be made by officials of the Oriental Republic of Uruguay and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

ELLIS O. BRIGGS

To His Excellency

Señor Don MATEO MARQUES CASTRO,  
*Minister for Foreign Affairs,*  
*Montevideo.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, *January 3, 1948*

D.I.I.C. 910/943-5

MR. AMBASSADOR:

With reference to Your Excellency's note No. 194 of November 10 last concerning the preparation of a cooperative health and sanitation program in Uruguay, I have the honor to transmit to you herewith a copy of the Presidential Decree of December 30, 1947,<sup>2</sup> authorizing the Ministry of Public Health to approve, in the name of the Government of the Republic,

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<sup>2</sup> Not printed here.

the proposal made by the Institute of Inter-American Affairs to extend to June 30, 1948 the present Agreement between the Government of the Republic and that Institute.

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

For the Minister  
ALFREDO PACHECO  
*Director General*

His Excellency  
ELLIS O. BRIGGS,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.  
City.*

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#### EXTENSION AGREEMENT

JANUARY 3, 1948

THIS EXTENSION AGREEMENT between the República Oriental del Uruguay (hereinafter called the "Republic") represented by the Minister of Public Health of the Republic (hereinafter referred to as the "Minister"), and The Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute") represented by Dr. H. Jackson Davis, Chief of Field Party, Health and Sanitation Division of the Institute in Uruguay (hereinafter called the "Chief of Field Party"), is entered into for the purpose of extending and modifying the cooperative health and sanitation program which was jointly undertaken by the Republic and the Institute pursuant to the agreement entered into between the Republic and the Institute, as embodied in the exchange of correspondence between the Executive Vice President of the Institute and the Minister of Public Health of the Republic on November 13, 17 and 18, 1943, respectively, as supplemented and modified by the agreement contained in the exchange of correspondence dated April 9 and 11, 1946 between the Institute, represented by Mr. Clarence I. Sterling Jr., and the Republic, represented by the Minister of Public Health,<sup>a</sup> which agreement was accepted pursuant to Decree No. 12389 of the Executive Branch dated April 25, 1946 (all of such correspondence being hereinafter collectively referred to as the Basic Agreement).

#### CLAUSE I

The parties hereto mutually intend, agree and declare that the term of the Basic Agreement be and hereby is extended for an additional period of

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<sup>a</sup> TIAS 2157, *ante*, p. 1015.

six months beginning the first day of January, 1948 and terminating the thirtieth day of June, 1948.

#### CLAUSE II

The Institute shall continue to maintain in the Republic of Uruguay during the term of this Extension Agreement, a group of its officials and technicians which shall continue to be under the direction of the Chief of Field Party who shall be acceptable to the Republic and who shall be the representative of the Institute in Uruguay in connection with the cooperative program of health and sanitation to be carried out in accordance with this Extension Agreement.

#### CLAUSE III

The special service created in the Ministry of Public Health of Uruguay, pursuant to the Basic Agreement, under the name of "Servicio Cooperativo Interamericano de Salud Pública" (hereinafter called "S.C.I.S.P."), shall continue to act as an intermediary between the Government of the Republic and the Institute, and shall continue to be charged with the execution of the cooperative program of health and sanitation in Uruguay in accordance with the Basic Agreement and this Extension Agreement. The Chief of Field Party of the Institute shall continue to serve as director of the S.C.I.S.P. for the period comprehended by the Extension Agreement.

#### CLAUSE IV

The cooperative program of health and sanitation in Uruguay shall continue to consist of individual projects. The nature and extent of each project and the distribution of the funds for the execution thereof shall be determined and agreed upon in writing by the Minister and the Chief of Field Party, and shall be carried out by the Director of S.C.I.S.P. in conformity with policies prescribed jointly by the Minister and the Chief of Field Party.

#### CLAUSE V

The parties hereto acknowledge that the obligation of the Republic under the Basic Agreement for the cooperative program of health and sanitation in Uruguay is \$250,000 U.S., and that the obligation of the Institute under the Basic Agreement for the same program is \$575,000 U.S., and agree that the contributions of the parties called for in the Basic Agreement which may not have been made upon the effective date of this Extension Agreement shall be paid over in accordance with the Basic Agreement. The parties further agree that the unexpended portion of the funds contributed or to be contributed pursuant to the Basic Agreement will continue to remain available to further finance the cooperative program of health and sanitation in Uruguay during the period established by this Extension Agreement. It is

further understood and agreed that no contribution by the Institute to the cooperative program of health and sanitation in Uruguay in addition to those required to be made in accordance with the Basic Agreement are contemplated by this Extension Agreement.

#### CLAUSE VI

The salaries, living allowances, travel expenses and any other amounts payable directly to, or on account of, the members of the field party of the Institute shall continue to be paid by the Institute from funds of the Institute other than those referred to in Clause V of this Extension Agreement which are required to be deposited to the account of the S.C.I.S.P. in accordance with the Basic Agreement.

#### CLAUSE VII

All rights and privileges enjoyed by official government departments and others of the Government of the Republic of Uruguay and by the personnel and employees of the same, shall continue to be granted to the S.C.I.S.P. and to its personnel and employees for the duration of this Extension Agreement. Such rights and privileges shall include for example and not exclusively, free mailing privileges, telephone and telegraph services, free transportation on railways administered by the Uruguayan Government, and the right to such reductions or preferential rates as are granted to Uruguayan Government departments by national marine or river navigation companies, air transportation, telegraph and telephone rates, etc., and also freedom and exemption from excise, stamp, consular fees, property, and any all other taxes.

#### CLAUSE VIII

The Republic of Uruguay recognizes and accepts the Institute as a corporate instrumentality of the Government of the United States of America and, accordingly, agrees that the Institute will enjoy the same rights, privileges and immunities as are accorded to official government departments of the Government of the Republic of Uruguay with respect to operations of the Institute which are related to, or property which is to be used for, the cooperative program of health and sanitation in Uruguay. Continuance is provided, likewise, during the term of this Extension Agreement of the exemption of all employees of the Institute who are citizens of the United States of America and who are engaged in carrying out the objectives of the cooperative program of health and sanitation in Uruguay from all income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America and from property taxes on personal property intended for their own use. Employees of the Institute and members of their families with them in Uruguay also shall be exempt from the payment of

customs and import duties on their personal effects and supplies imported for their own use.

#### CLAUSE IX

The general policies inaugurated pursuant to the Basic Agreement, or to be inaugurated pursuant to the Extension Agreement, for the execution of the cooperative program of health and sanitation in Uruguay, including, but not limited to, the making of contracts, disbursement and accounting of funds deposited to the account of S.C.I.S.P., employment and payment of salaries of personnel of S.C.I.S.P., the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall, during the term of this Extension Agreement, be continued, determined or established subject to mutual agreement between the Minister and the Director of S.C.I.S.P.

#### CLAUSE X

All materials, equipment and supplies purchased with funds of the S.C.I.S.P. shall become the property of the Republic and any property acquired by S.C.I.S.P. which is not expended, used or obligated at the termination of the period fixed by this Extension Agreement shall remain the property of the Republic and shall be devoted to the cooperative program of health and sanitation in Uruguay in such manner as may be agreed upon in writing by the Minister and the Chief of Field Party. Any funds of S.C.I.S.P. remaining at the close of the cooperative program of health and sanitation in Uruguay shall be disposed of in such manner and for such purposes as may be mutually agreed upon by the Minister and the Chief of Field Party.

#### CLAUSE XI

Any rights, powers, or duties conferred by this Extension Agreement upon either the Minister, the Chief of Field Party, or the Director of the S.C.I.S.P., may be delegated in writing by the recipient thereof to their respective representatives, provided that such representatives are satisfactory to the other parties.

#### CLAUSE XII

The books and accounts of the S.C.I.S.P. shall be available at any time for inspection or audit by any appropriate agency of the Government of the Republic of Uruguay and by the Institute. The Director of S.C.I.S.P. shall continue to furnish to the Minister and to the Chief of Field Party any information which may be desired concerning the S.C.I.S.P. or its activities, and shall render reports to the Government of Uruguay and to the Institute at such intervals as may be agreed upon between the Minister and the Chief of Field Party.

## CLAUSE XIII

The Government of Uruguay will obtain the necessary legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

## CLAUSE XIV

This Extension Agreement shall supplement the provisions of the Basic Agreement, the terms and provisions of which, insofar as they are not contrary to or inconsistent with the terms and provisions of this Extension Agreement, shall continue in full force and effect during the term covered by this Extension Agreement.

## CLAUSE XV

This Extension Agreement shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged by the Minister of Foreign Relations of the Republic and the Ambassador of the United States of America to Uruguay or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative program of health and sanitation in Uruguay, as herein provided, have been exchanged prior to the date of execution of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in duplicate in the English and Spanish languages, at Montevideo, Uruguay, this third day of January, 1948.

For the Institute of Inter-American Affairs

H. JACKSON DAVIS

*Chief of Field Party*

For the Republica Oriental del Uruguay

ENRIQUE M. CLAVEAUX

*Minister of Public Health*